IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT :

THE HONOURABLE MR. JUSTICE ANTONY DOMINIC

TUESDAY, THE 4TH SEPTEMBER 2007 / 13TH BHADRA 1929

OP.No. 14813 of 1998(L)

PETITIONER:

K.REGHUVARA PANICKER,
RESIDING AT T.C.NO.50/23 (3),
KALADY, KARAMANA P.O.,
THIRUVANANTHAPURAM.

BY ADV. SRI.VADAKARA V.V.N.MENON
SRI.C.P.REJI

RESPONDENTS:
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1. **STATE OF KERALA, REPRESENTED BY THE CHIEF SECRETARY TO GOVERNMENT, GOVT. SECRETARIAT, THIRUVANANTHAPURAM.**

2. **THE SECRETARY TO GOVERNMENT, ANIMAL HUSBANDARY DEPARTMENT, GOVT. SECRETARIAT, THIRUVANANTHAPURAM.**

3. **THE SECRETARY TO GOVERNMENT, PUBLIC WORKS DEPARTMENT, GOVT. SECRETARIAT, THIRUVANANTHAPURAM.**

BY GOVERNMENT PLEADER SRI. M.R. SABU

THIS ORIGINAL PETITION HAVING BEEN FINALLY HEARD ON 04/09/2007, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

ORDER ON C.M.P.NO.26213/1998 IN O.P.NO.14813/1998 L

DISMISSED

4/09/2007 **SD/- ANTONY DOMINIC, JUDGE**

APPENDIX

PETITIONER'S EXHIBITS:

EXT.P1: **COPY OF THE CERTIFICATE WITH REF.NO.E1/845/97 DTD. 22/10/97 ISSUED BY THE CHIEF EXECUTIVE OFFICER OF KERALA TAILORING WORKERS WELFARE FUND BOARD.**

EXT.P2; **COPY OF RENT AGREEMENT EXECUTED BETWEEN THE PETITIONER AND MANAGING DIRECTOR OF 'THE TRACK'.**

EX.T.P3: **COPY OF REPRESENTATION DTD. 26/12/1997 SUBMITTED BY THE PETITIONER BEFORE THE ADDL.DIRECTOR (AH) S.L.B.P.**

EXT.P4: **COPY OF LETTER NO.C.1140/97 DTD. 6/01/1998 RENT BY THE ADDL. DIRECTOR (AH) TO THE DIRECTOR OF ANIMAL HUSBANDARY.**

EXT.P5: **COOPY OF G.O.(RT) NO.245/98/AD DTD. 12/02/1998.**

EXT.P6: **COPY OF THE LEASE DEED DTD. 30/03/1998 EXECUTED BETWEEN THE PETITIONER AND THE 1ST RESPONDENT.**

EXT.P7: **COPY OF LETTER NO.EB3/5140/97 DTD. 14/05/1998 SENT BY THE EXECUTIVE ENGINEER, P.W.D. BUILDINGS DIVISION, TO THE 2ND RESPONDENT.**

EXT.P8: **COPY OF THE LETTER NO.17654/A.H G2/98/AD DTD. 10/06/98 ISSUED FOR THE 2ND RESPONDENT.**

/TRUE COPY/

P.A.TO JUDGE

KSS

ANTONY DOMINIC,J.

O.P.No. 14813 of 1998

Dated this the 4th day of September, 2007

J U D G M E N T

The prayer in this writ petition is to direct that the monthly rent of the petitioner's building be revised from the agreed rent of Rs. 3,918/- to Rs. 8,000/- per month.

2. The Learned Government Pleader submits that though they were occupying the building on a rental basis, the 1st respondent has vacated the premises on 30.11.1998. It is also stated that the agreed rent of Rs. 3,918/- has been paid for the full period of their occupation.

2. The dispute is essentially regarding the rent that is payable by a tenant and what the petitioner-landlord seeks, is its revision. The revision of rent depends on various factors that cannot be done in a proceeding under Article 226 of the Constitution of India.

3. The petitioner cannot be granted any relief in this writ petition. Therefore, reserving the right of the

petitioner to agitate his claim in an appropriate proceedings before the appropriate forum, I dispose of this writ petition. If any such proceedings are initiated by the petitioner, the period when this writ petition was pending will be taken into account, for condonation of delay, if the same is permissible in law.

(ANTONY DOMINIC, JUDGE)

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/True copy/

P.A to Judge

K.THANKAPPAN,J

CRL.A. NO.92 OF 1999

ORDER

25th May, 2007